

ORIGINAL

E.S.  
6-21-96

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

A.C.E. BUILDING SERVICE, INC.,  
ACTION CYCLE,  
AMOCO CORPORATION,  
A.M. RICHTER SONS CO.,  
ARCHER DANIEL MIDLANDS COMPANY  
(for KURTH MALTING and  
WISCONSIN MALTING)  
BRANCH RIVER COUNTRY CLUB,  
BRAUN BUILDING CENTER, INC.  
(for BRAUN LUMBER),  
BRIDGESTONE/FIRESTONE, INC.,  
CITY OF BRILLION,  
BRILLION IRON WORKS, INC.,  
BRUNSWICK CORP.,  
BUSCH AGRICULTURAL RESOURCES, INC.  
(ANHEUSER-BUSCH COMPANIES, INC.),  
CAWLEY CO., a division of  
CONTEMPORARY, INC.,  
CONSUMERS, INC.,  
CRAFTS ELECTRIC, INC.,  
CULLIGAN WATER CONDITIONING,  
GARY AND NANCY FECHNER (d/b/a  
DAIRY QUEEN, MANITOWOC),  
FIRST NATIONAL BANK OF MANITOWOC,  
FLEET AND FARM OF MANITOWOC, INC.,  
GATERMAN MANUFACTURING COMPANY,  
GOULD INC. (for IMPERIAL EASTMAN),  
HAMMAN CONSTRUCTION COMPANY,  
HERESITE PROTECTIVE COATINGS, INC.  
(for HERESITE-SAEKAPHEN),  
HOFFMAN BROS., INC.,  
INTERSTATE WELDING SALES CORP.,  
(for MANITOWOC OXYGEN),  
J.J. STANGEL COMPANY,  
JAGEMANN STAMPING COMPANY,  
KAUFMAN MFG, CO.,  
VILLAGE OF KELLNERSVILLE,  
LAKELAND LANDSCAPE SERVICE, INC.,  
LAKESIDE MACHINE SHOP, INC.,  
LATE'S BAR-B-Q STAND,  
RAY LUISIER PLUMBING SERVICE, INC.,  
THE COUNTY OF MANITOWOC,  
MANITOWOC GREY IRON FOUNDRY,  
MANITOWOC LANDSCAPE, INC.,  
MANITOWOC PUBLIC SCHOOL DISTRICT,

FILED	
U.S. DISTRICT COURT EAST. DIST. WISC.	
JUN 21 1996	
AT	O'CLOCK
SOFRON R. NEDILSKY	

96 - C - 0739

C.A. No. 96-C-\_\_\_\_\_

Honorable Rudolph T. Randa

Copy mailed to attorneys for  
parties by the Court pursuant  
to Rule 77 (d) Federal Rules of  
Civil Procedures.



MANITOWOC SELF-SERVICE CAR WASH )  
(a/k/a THOR CAR WASH), )  
MCMULLIN & PITZ CONSTRUCTION CO., )  
MEADOW LANES, INC. )  
(for MEADOW LINKS), )  
MEDUSA CORPORATION )  
(for MEDUSA CEMENT CO.), )  
MIKE CHECK BUILDERS, INC., )  
NORTHWESTERN ELEVATOR CO., INC. )  
OIL-RITE CORPORATION, )  
RAHR BIO-TECHNICAL LABORATORIES, )  
REEDSVILLE COOPERATIVE ASS'N., )  
REX-CLEAN, INC., )  
SANTA'S BEST )  
(for NATIONAL TINSEL MFG. CO.), )  
SCHAUS ROOFING & MECHANICAL )  
CONTRACTORS, INC. )  
(for WILLIAM SCHAUS & SONS CO.), )  
SCHWERMANN TRUCKING CO., )  
SHELL OIL COMPANY, )  
SHOTO CORPORATION )  
(for SHOTO FIXTURE & SUPPLY), )  
SILVER CREEK NURSERIES INC., )  
SUPERIOR WATERCARE, INC., )  
SWANSON ENVIRONMENTAL, INC., )  
TERP'S CALUMET AUTO SALES, )  
VILLAGE OF VALDERS, )  
WALSDORF ROOFING COMPANY, INC., )  
WHITELAW SAUSAGE CO., )  
WISCONSIN BELL TELEPHONE CO., and )  
WISCONSIN FUEL & LIGHT CO., )

Defendants.

LEMBERGER SITES REMEDIATION GROUP )

Plaintiff, )

v. )

AMOCO CORPORATION, et al. )

Defendants. )

LEMBERGER SITES REMEDIATION GROUP )

Plaintiff, )

v. )

A.M. RICHTER & SONS, CO., )

Defendants. )

C.A. No. 95-C-1064

Honorable Rudolph T. Randa

C.A. No. 95-C-1065

Honorable Rudolph T. Randa

**GLOBAL CONSENT DECREE FOR DE MINIMIS PARTIES**

1. The United States of America on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), simultaneously with lodging this Consent Decree is filing a complaint against the Defendants in the above captioned action pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., ("CERCLA"). The Lemberger Sites Remediation Group ("LSRG") has also filed separate complaints pursuant to CERCLA and applicable state law. These actions seek the recovery of costs previously incurred and paid, and to be incurred and paid in the future, in response to the release or threatened release of hazardous substances at or in connection with the Lemberger Flyash Superfund Site (Site 5-3E, the "Flyash Site"), and the Lemberger Transport & Recycling Superfund Site (Site 5J4, the "LTR Site"), both located in Manitowoc County, Wisconsin (collectively "the Sites").

2. The Sites are two waste disposal areas, located one quarter mile apart, in a primarily agricultural area.

3. Following placement of the Sites on the National Priorities List, U.S. EPA conducted one remedial investigation and feasibility study for both Sites. As a result of the investigation, U.S. EPA concluded that various organic and inorganic material had contaminated soil, groundwater, and surface water, and thereby posed a threat to human health and the environment. Some of the hazardous substances found at the Sites

include, but are not limited to, 2-4 dimethylphenol, arsenic, barium, carbon tetrachloride, chlorobenzene, methylene chloride, nitrobenzene, toluene, polynuclear aromatic hydrocarbons, and vinyl chloride. As a result of groundwater contamination from the Sites several residential wells in the area surrounding the Sites had to be redrilled to a deeper aquifer.

4. U.S. EPA has divided the clean up at the Sites into two separate "operable units." On October 20, 1992, this Court entered a Consent Decree between the United States, the State of Wisconsin and eleven potentially responsible parties (the "Settling Responsible Parties") in which they agreed to perform the "Operable Unit 1" remedy: construction of a slurry wall around and placement of a cap on the Flyash Site, and the installation of a groundwater pump and treat system to capture and treat the combined plume of contamination from both of the Sites. That remedial action is ongoing.

5. On July 15, 1993, the Regional Administrator of U.S. EPA Region V ("the Regional Administrator") and the Settling Responsible Parties entered into an Administrative Order by Consent pursuant to Sections 106 and 122 of CERCLA, 42 U.S.C. §§ 9606 & 9622, in which they agreed to perform a removal action for "Operable Unit 2." The removal action involves excavation of buried drums, treatment and disposal of contaminated wastes and soils, and capping the LTR Site. The removal action is also ongoing.

6. U.S. EPA and the United States Department of Justice ("U.S. DOJ") have incurred approximately \$3,000,000 in unreimbursed response costs in connection with the release or threatened release of hazardous substances at the two Lemberger Sites, which costs continue to accrue.

7. The LSRG has incurred and paid approximately \$6,000,000 in unreimbursed response costs in connection with the release or threatened release of hazardous substances from the two Lemberger Sites, and expects to incur and pay approximately an additional \$24,000,000 in response costs in connection with the Sites in the future. 8. The Regional Administrator has determined that the de minimis settlement provided for in this Consent Decree pursuant to Section 122(g)(1), 42 U.S.C. § 9622(g)(1) is practicable and is in the public interest.

9. The Regional Administrator has determined that the settlement embodied in this Consent Decree involves only a minor portion of the response costs at the Sites.

10. The Regional Administrator has determined that based upon information currently known to the United States the amount of hazardous substances contributed to the Sites by each "de minimis" party whose name appears on Appendix 1 to this Agreement is minimal, and that the hazardous substances contributed to the Sites by each such "de minimis" party are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Sites pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

11. Each "de minimis" party's payment as required in Section IV. of this Consent Decree, and as set forth in Appendix 2, reflects the appropriate share of that party's liability under CERCLA for all past and future response costs incurred and paid or to be incurred and paid by U.S. EPA and U.S. DOJ at or in connection with the two Sites.

12. Each "de minimis" party's payment as required in Section IV., and as set forth in Appendix 3, reflects the appropriate share of that party's liability under CERCLA and applicable state law for all past and future response costs incurred and paid, or to be incurred and paid by the LSRG at or in connection with the two Sites.

#### I. DEFINITIONS

13. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, or in any appendix attached hereto, the following definitions shall apply:

(a) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.

(b) "Consent Decree" shall mean this Decree, and any attached appendices;

(c) "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day falls on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;

(d) "Interest," in accordance with 42 U.S.C. § 9607(a) shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the United States Code. For the period October 1, 1994 through September 30, 1995 the rate is 5.63%.

(e) "Lemberger Sites" or "the Sites" shall mean both the Lemberger Flyash Superfund Site, and the Lemberger Transport & Recycling Superfund Site located in Manitowoc County, Wisconsin, which are separately listed on the National Priorities List, 40 C.F.R. Part 300. The Sites are a facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

(f) "LSRG" shall mean the Settling PRPs who signed the Consent Decree in Civil 92-C-0593 (E.D. Wis.) entered on October 20, 1992, and Red Arrow Products Inc, a Wisconsin Corporation, Invincible Metal Furniture Co., and the Great Atlantic & Pacific Tea Co., Inc.<sup>1</sup>

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<sup>1</sup> Nothing in this Consent Decree affects the liability of Red Arrow Products Company, a Wisconsin Corporation, Red Arrow Partnership, Invincible Metal Furniture Co., Inc. to the United States. Further, the Great Atlantic & Pacific Tea Company remains liable to the United States unless and until it settles with the United States pursuant to a Consent Decree.

(g) "Matters addressed," as that term is used in Section X. of this Decree and/or Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), shall mean all response costs incurred and paid or to be incurred and paid directly or indirectly by U.S. EPA, by U.S. DOJ on behalf of U.S. EPA, by the LSRG, or by any party in connection with the Lemberger Sites, including but not limited to all removal and remedial costs;

(h) "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter;

(i) "Parties" shall mean the United States, the LSRG, and the Settling De Minimis Parties whose names appear on Appendix 1;

(j) "Potentially Responsible Party" means any person who is liable or potentially liable to the United States and/or to the LSRG for response costs incurred and paid, and to be incurred and paid, at or in connection with the Lemberger Sites pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(k) "Response Costs" means any costs incurred, plus interest, pursuant to CERCLA, 42 U.S.C. §§ 9601, et seq. at or in connection with the Sites;

(l) "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

(m) "Settling De Minimis Parties" shall mean those Lemberger PRPs who qualify for "de minimis" treatment under CERCLA Section 122(g)(1)(A), 42 U.S.C. § 9622(g)(1)(A), and who



have executed this Consent Decree, as listed in Appendix 1 to this Consent Decree;

(n) "United States" shall mean the United States of America, its departments, agencies and instrumentalities, including but not limited to the U.S. EPA and U.S. DOJ acting on behalf of U.S. EPA;

Accordingly, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

## II. JURISDICTION

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9613(b) and 9622(g)(4), and other applicable state and federal laws. This Court also has personal jurisdiction over the Settling De Minimis Parties. Solely for purposes of this Consent Decree and the two underlying complaints filed by the United States and the LSRG, the Settling De Minimis Parties waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this District, and they agree not to challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

14. This Consent Decree is binding upon the United States, the LSRG and the Settling De Minimis Parties, and their successors and assigns. Any change in ownership or corporate or legal status of a Settling De Minimis Party including, but not

limited to, any transfer of assets, or real or personal property shall in no way alter that party's responsibilities under this Consent Decree. Each signatory to this Consent Decree represents that he or she is fully authorized to agree to the terms and conditions of the Consent Decree and to bind legally the Party represented by him or her.

#### IV. REIMBURSEMENT OF RESPONSE COSTS

15. Within 45 days of entry of this Decree, each Settling De Minimis Party shall pay to the United States the agreed upon amount as set forth in Appendix 2 to this Decree, and shall pay to the LSRG the agreed upon amount as set forth in the Affidavit and chart attached to Appendix 3. The proceeds received by the United States under this Decree shall be used to reduce the United States' outstanding claims for past response costs relating to the Sites. The proceeds received by the LSRG shall be used to reduce its outstanding claims for past and future response costs relating to the Sites.

16. If a Settling De Minimis Party fails to make the payments required of it in Appendix 2 and/or Appendix 3, that Party shall pay Interest (as defined in Paragraph 12(d)) to the United States and/or the LSRG on the unpaid balance. Interest on the unpaid balance shall accrue from the day after payment is due until the date of payment, and shall be paid simultaneously with payment of the required amount. Payment of interest made under this paragraph shall be in addition to such other remedies or sanctions available

to the United States or to the LSRG by virtue of a Party's failure to make timely payment under this Section.

17. Payment of the amount set forth in Appendix 2, (and any interest or penalty, if applicable), shall be made by cashier's check written out to the Department of Justice, and sent to the following address:

Collections Office  
U.S. Attorney for the Eastern District of Wisconsin  
517 East Wisconsin Avenue  
Room 530  
Milwaukee, WI 53202  
Re: Lemberger Sites De Minimis Settlement  
CERCLA Site Nos. 5-3E and 5-J4.

18. Payment to the LSRG of the full amount set forth in Appendix 3, and any interest, if applicable, shall be paid by cashier check to the LSRG at the following address:

Douglas B. Clark  
Counsel for the Lemberger Sites Remediation Group  
Foley & Lardner  
P.O. Box 1497  
150 East Gilman Street  
Madison, WI 53701-1497

Further, a copy of the cashier's check and any accompanying letter sent to Douglas Clark shall also be sent to the United States at the address provided in the next paragraph.

19. At the time of payment of the amount set forth in Appendix 2, each Settling De Minimis Party shall simultaneously send written notice of payment and a copy of any transmittal documentation to the United States at the following address:

Lisa A. Cherup  
Trial Attorney

Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
DJ # 90-11-2-712A

20. In addition to any other remedies or sanctions available to the United States, any Party who fails or refuses to comply with any term or condition of this Consent Decree shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

V. CERTIFICATION OF SETTLING DE MINIMIS PARTIES

21. Through the act of signing this Consent Decree, each Settling De Minimis Party certifies, individually, that it has conducted a thorough, comprehensive, good faith search for information, documents, and any evidence of destruction of or tampering with information or documents, and has fully and accurately disclosed to U.S. EPA (or U.S. DOJ) all information currently in its possession, or available to it or in the possession of or available to its officers, employees, contractors or agents, which relates in any way to the ownership, operation, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site. Through the act of signing this Consent Decree, each Settling De Minimis Party further certifies, individually, that it has disclosed to U.S. EPA (or U.S. DOJ) all evidence, if any, of destruction or tampering with any documents or other information relating to its potential liability regarding the

Sites, and that it has fully and accurately complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

VI. COVENANTS NOT TO SUE BY THE UNITED STATES  
AND BY THE LEMBERGER SITES REMEDIATION GROUP

22. Subject to the terms of the "Certification" of each Settling De Minimis Party set forth in Section V. and the "Reservation of Rights" set forth in Section VIII. of this Consent Decree, upon payment by a Settling De Minimis Party of the amount specified in Appendix 2 to this Consent Decree, plus any interest due and owing, if any, pursuant to paragraph 16 above, and any penalty due and owing, if any, pursuant to paragraph 20 above, the United States covenants not to sue and agrees not to take any other administrative or civil action against the Settling De Minimis Party for reimbursement of response costs incurred or to be incurred at or in connection with the Lemberger Sites, or for injunctive relief pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), relating to the Lemberger Sites. With respect to present and future liability, this covenant not to sue shall take effect for a particular Settling De Minimis Party only upon receipt by the United States of the payment required of that particular Settling De Minimis Party, as set forth in Appendix 2 to this Decree, plus interest due and owing, if any, pursuant to paragraph 16 above. This covenant not to sue extends only to the

Settling De Minimis Parties, and does not extend to any other person or entity.

23. Subject to the terms of the "Certification" of each Settling De Minimis Party set forth in Section V. and the "Reservation of Rights" set forth in Section VIII. of this Consent Decree, upon payment by a Settling De Minimis Party of the amount specified in Appendix 3 to this Consent Decree, plus any interest due and owing, if any, pursuant to paragraph 16 above, the LSRG covenants not to sue and agrees not to take any other action against the Settling De Minimis Party for reimbursement of response costs incurred or to be incurred at or in connection with the Sites, or for injunctive relief pursuant to CERCLA or applicable State law. With respect to present and future liability, this covenant not to sue shall take effect for a particular Settling De Minimis Party only upon receipt by the LSRG of the payment required from that particular Settling De Minimis Party, as set forth in Appendix 3 to this Decree, plus interest due and owing, if any, pursuant to paragraph 16 above. The LSRG's covenant not to sue extends only to the Settling De Minimis Parties, and does not extend to any other person or entity.

#### VII. INDEMNIFICATION BY THE LSRG

24. Subject to the terms of the "Certification" of each Settling De Minimis Party set forth in Section V. and the "Reservation of Rights" set forth in Section VIII. of this Consent Decree, following execution of this Consent Decree by a Settling De

Minimis Party and payment of the amount specified for that Settling PRP in Appendices 2 and 3, plus any interest due and owing, if any under the Decree, the LSRG shall indemnify, save harmless and defend that Settling De Minimis Party from and against any and all losses, costs, liabilities, claims, obligations, fines, penalties, actions, suits, proceedings, judgments, damages and/or expenses incurred by, imposed upon, or commenced or asserted against that Settling De Minimis Party which are suffered by that Settling De Minimis Party in connection with any claims related to the activity required by the terms and conditions of the Consent Decree entered in C.A. No. 92-C-0583, dated October 20, 1992 (E.D. Wisconsin), and U.S. EPA Administrative Order by Consent Decree V-W-93-C-196, dated July 15, 1993. In addition to the Reservation of Rights (Section VIII.), this Indemnification does not apply to any action against a Settling De Minimis Party for recovery of costs incurred by U.S. EPA, U.S. DOJ, or the Wisconsin Department of Natural Resources in connection with the Sites.

25. If any action, demand or claim which is subject to the indemnity provided in paragraph 24 of this Consent Decree, shall be brought or asserted against a Settling De Minimis Party, the Settling De Minimis Party shall, within a reasonable time, notify the LSRG in writing, and only upon receipt of such notice shall the LSRG be obligated to assume the defense thereof. The Settling De Minimis Party shall cooperate, to the extent reasonably possible, with the LSRG in the defense of the action, demand or claim. The LSRG shall not be liable for any settlement by the Settling De

Minimis Party of any action, demand or claim against the Settling De Minimis Party effected without the LSRG's written consent.

#### VIII. RESERVATION OF RIGHTS

26. The covenants not to sue by the United States and the LSRG set forth in Section VI., and the indemnification provided by the LSRG in Section VII., do not pertain to any matters beyond the civil claims specifically stated in Section VI.

27. As to all other matters, nothing in this Consent Decree is intended or shall be construed as a release, covenant not to sue, or indemnity for any claims or causes of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including U.S. EPA, and/or the LSRG may have against each Settling De Minimis Party with respect to all other matters, including but not limited to the following:

- (a) claims based on a failure to make the payments required in Section IV. and Appendices 2 or 3 of this Consent Decree;
- (b) criminal liability;
- (c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- (d) any liability as a result of a Settling De Minimis Party's disposal activities at any other disposal site, including but not limited to the "Ridgeview Landfill," in



Manitowoc County, Wisconsin, currently owned by Waste Management, Inc.;

(e) any liability for response costs that have been or may be incurred by federal natural resource trustees in connection with the Lemberger Sites.

28. This Consent Decree is entered into without any admission of liability and, further, this Consent Decree shall not be admissible in evidence in any administrative or judicial proceeding except by the Parties in a proceeding to enforce this Consent Decree.

IX. COVENANTS NOT TO SUE BY SETTLING DE MINIMIS PARTIES

29. Each Settling De Minimis Party covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors, representatives or employees with respect to the Lemberger Sites or this Consent Decree, including but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112 or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612 or 9613, or any other provision of law, any claim or cause of action against the United States, its contractors, representatives or employees under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, or any claims arising out of response activities at or in connection with the Site. Nothing in this Consent Decree shall be

deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

30. Notwithstanding any other provision in this Consent Decree, the United States, including U.S. EPA, reserves, and this Consent Decree is without prejudice to, the right to institute judicial proceedings or to issue an administrative order seeking to compel the Settling De Minimis Parties to perform response actions relating to the Site, and/or to reimburse the United States, including U.S. EPA, for additional costs of response, if information not currently known to the U.S. EPA is discovered which indicates that any Settling De Minimis Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling De Minimis Party no longer qualifies as a de minimis party at the Site under the criteria set forth in Paragraph 10 above.

31. Each Settling De Minimis Party covenants not to sue and agrees not to assert any claims or causes of action against the LSRG, its contractors, representatives or employees with respect to the Sites or this Consent Decree, including but not limited to any claim against the LSRG under CERCLA or any provision of federal or state law.

32. Notwithstanding any other provision in this Consent Decree, the LSRG reserves, and this Consent Decree is without prejudice to, the right to institute judicial proceedings seeking to compel the Settling De Minimis Parties to perform response

actions relating to the Sites, and/or to reimburse the LSRG for additional cost of response, if information not currently known to the LSRG and/or the Settling De Minimis Party is discovered which indicated that any Settling De Minimis Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazard effects that the Settling De Minimis Party no longer qualifies as a de minimis party at the Site under the criteria set forth in Paragraph 10 above.

X. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

31. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree.

32. With regard to claims for contribution against Settling De Minimis Parties for "matters addressed" in this settlement, the Parties hereto agree that, upon receipt by the United States of the payment required in Section IV. of this Decree, and upon receipt by the United States of documentation that a Settling De Minimis Party has paid the LSRG the amount the LSRG has demanded of that Party, a Settling De Minimis Party is entitled to protection from contribution actions or claims for "matters addressed" by this Consent Decree, as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), 9622(g)(5).

XI. PUBLIC COMMENT

33. This Consent Decree shall be subject to a thirty day public comment period. The United States may withdraw its consent to this Consent Decree if comments received disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate.

34. The Settling De Minimis Parties and the LSRG consents to approval and entry of this Consent Decree without further notice.

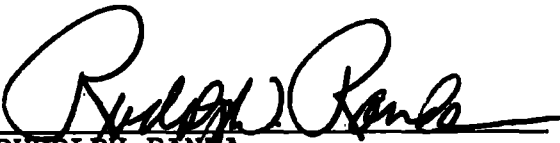
XII. BINDING EFFECT IN THE EVENT THE CONSENT DECREE IS NOT ENTERED

35. In the event that this Consent Decree is not entered by the Court for any reason, the terms of this Consent Decree as between the United States and the Settling De Minimis Parties will be null and void. However, as between the LSRG and the Settling De Minimis Parties, the terms, conditions and obligations of this document shall become a binding contract between them, and the LSRG shall promptly dismiss its civil action against the Settling De Minimis Parties.

XIII. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date of entry by this Court.

ENTER:


  
\_\_\_\_\_  
RUDOLPH RANDA,  
United States District Judge

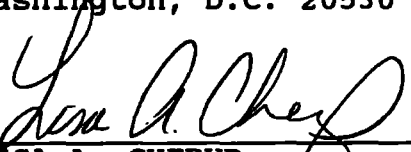
DATED: 6/21/96

The undersigned parties enter into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Superfund Sites.

FOR THE UNITED STATES OF AMERICA


Date:

  
\_\_\_\_\_  
LOIS J. SCHIFFER  
Assistant Attorney General  
Environmental Enforcement Section  
Environment & Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

  
\_\_\_\_\_  
LISA A. CHERUP  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

THOMAS P. SCHNEIDER  
United States Attorney for the  
Eastern District of Wisconsin

By:

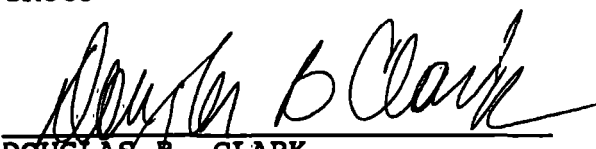
  
\_\_\_\_\_  
WILLIAM J. LIPSCOMB  
Assistant United States Attorney  
for the Eastern District of  
Wisconsin  
330 Federal Building  
517 East Wisconsin Avenue  
Milwaukee, WI 53202

*Wicks for*  
VALDAS V. ADAMKUS  
Regional Administrator, Region V  
U.S. Environmental Protection  
Agency  
77 West Jackson  
Chicago, Illinois 60604

*Wicks for*  
NOLA HICKS  
Assistant Regional Counsel  
U.S. Environmental Protection  
Agency  
77 West Jackson  
Chicago, Illinois 60604

FOR THE LEMBERGER SITES REMEDIATION  
GROUP

Date: June 6, 1996

  
DOUGLAS B. CLARK  
Foley & Lardner  
Post Office Box 1497  
150 East Gilman Street  
Madison, Wisconsin 53701-1497

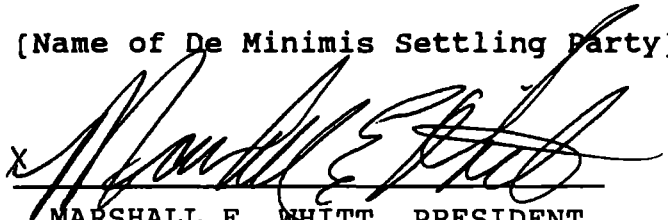
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR ACTION CYCLE

[Name of De Minimis Settling Party]

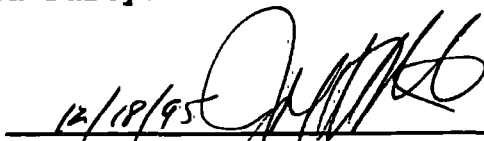
Date: 12/18/95

X 

MARSHALL E. WHITT, PRESIDENT  
2881 Ct. CR  
Manitowoc, WI 54220  
Phone: 414-682-3803

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

12/18/95   
John M. Webster  
814 S. 8th Street  
P. O. Box 487  
Manitowoc, WI 54221-0487 Phone: 414-682-8181  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR AMOCO CORPORATION

[Name of De Minimis Settling Party]

Date: January 19, 1996

BY: Walter R. Quantstrom DMI

WALTER R. QUANSTROM  
Vice President, EH&S  
Amoco Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Dale M. Iwataki 1/20/96

DALE M. IWATAKI  
Amoco Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
 matter of United States v. A.C.E. Building Service, Inc. et al.  
 Lemberger Landfill Superfund Sites.

FOR A.M. Richter Sons Co

[Name of De Minimis Settling Party]

Date: Feb 9, 1996

William A. Richter - Pres

P.O. BOX 1053  
 MANITOWOC WI 54221-1053

762 414-684-6207

[Name, Address and Phone Number of  
 Officer Authorized to Sign on  
 Behalf of De Minimis Settling  
 Party]

Agent Authorized to Accept Service of Process on Behalf of  
 the Above-Signed Party:

Richard S. Baron  
Kitch, Drutchas, Wagner & Kenney  
Kent P. Baron  
One Woodward Avenue  
Detroit MI 48226 (313) 965-7587  
 [Name, Address and Phone Number of  
 Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

*Archer - Daniels - Midland Company  
and its subsidiaries and divisions*

FOR \_\_\_\_\_

[Name of De Minimis Settling Party]

Date: 2/22/96

*SA Robert*

*Corporate Counsel  
4666 Faries Parkway  
Decatur, IL 62526  
217/424-7244*

[Name, Address and Phone Number of Officer Authorized to Sign on Behalf of De Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

*QT Corporation  
208 S. LaSalle St  
Chicago, IL 60604  
312/345-4332*

[Name, Address and Phone Number of Authorized Agent for Service of Process]

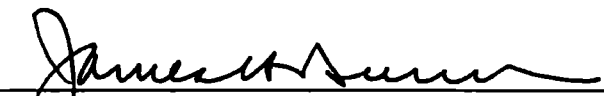
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR: Branch River Country Club

[Name of De Minimis Settling Party]

Date: Jan 12, 1996

  
James Dunn, Secretary  
c/o Attorney Mark A. Miller  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of the  
Above-Signed Party:

Attorney Mark A. Miller  
Whyte Hirschboeck Dudek S.C.  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Braun Building Center, Inc.

[Name of De Minimis Settling Party]

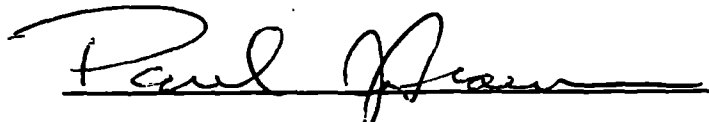
Date: 2-9-96



Paul Braun, Vice President  
3303 Menasha Avenue  
Manitowoc, WI 54220  
(414) 682-0143

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:



Paul Braun, Vice President  
3303 Menasha Avenue  
Manitowoc, WI 54220 (414) 682-0143  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

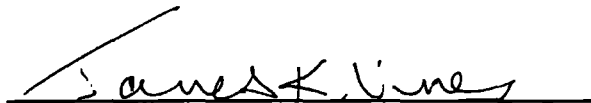
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR BRIDGESTONE/FIRESTONE, INC.

[Name of De Minimis Settling Party]

Date: DECEMBER 14, 1995



JAMES K. VINES  
GENERAL COUNSEL - ENVIRONMENTAL  
BRIDGESTONE/FIRESTONE, INC.  
50 CENTURY BOULEVARD  
NASHVILLE, TENNESSEE 37214  
(615) 872-1498

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

JANE K. MURPHY, ESQ.  
JONES, DAY, REAVIS & POGUE  
77 WEST WACKER  
CHICAGO, ILLINOIS 60601-1692  
(312) 269-4239

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR City of Brillion

[Name of De Minimis Settling Party]

Date: 27 Dec 95

Robert R. Reinke

Robert Reinke, Mayor  
City of Brillion  
130 Calumet Street  
Brillion, WI 54110  
414-756-2078

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Judith I. Zeuske

Judith I. Zeuske, City Clerk-Treasurer  
130 Calumet Street  
Brillion, WI 54110  
414-756-2250

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

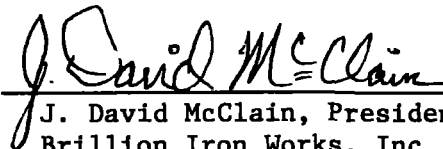
GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Brillion Iron Works, Inc.

[Name of De Minimis Settling Party]

Date: 12-15-95

  
J. David McClain, President  
Brillion Iron Works, Inc.  
200 Park Avenue  
Brillion, Wisconsin 54110  
(414) 756-2121

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Steven A. Smith, Esquire  
Wilson & McIlvaine  
Citicorp Center, Suite 3700  
500 West Madison Street, Chicago, Illinois 60661-2511 (312) 715-5055  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR BRUNSWICK CORPORATION

[Name of De Minimis Settling Party]

Date: February 22, 1996

By Michael D. Schmitz  
Michael D. Schmitz  
Assistant Secretary  
Brunswick Corporation  
1 N. Field Ct.  
Lake Forest, IL 60045-4811  
(847) 735-4303

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party: Robert T. McNaney  
General Counsel  
Brunswick Corporation  
1 N. Field Ct.  
Lake Forest, IL 60045-4811  
(847) 735-4305

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

Contact for Other than Service of Process:

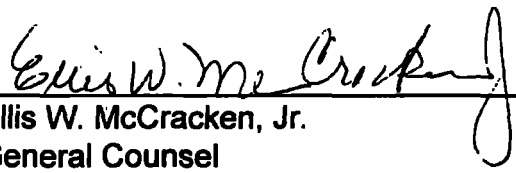
James A. Carney  
Environmental Counsel  
Brunswick Corporation  
1 N. Field Ct.  
Lake Forest, IL 60045-4811  
Tel.: (847) 735-4311 Fax: (847) 735-4330

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

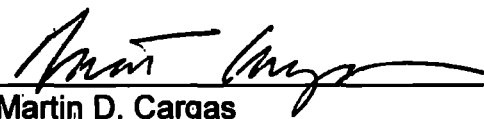
For: Busch Agricultural Resources, Inc.  
(Name of De Minimis Settling Party)

Date: Jan. 2, 1996

  
Ellis W. McCracken, Jr.  
General Counsel  
Anheuser-Busch Companies, Inc.  
One Busch Place, 202-6  
St. Louis, MO 63118  
(314) 577-2620

Agent Authorized to Accept Service of Process on Behalf of the Above-

Signed Party:

  
Martin D. Cargas  
Associate General Counsel  
Anheuser-Busch Companies, Inc.  
One Busch Place, 202-6  
St. Louis, MO 63118  
(314) 577-4592

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR CANLEY Co. Division  
of Contemporary, Inc.

[Name of De Minimis Settling Party]

Date: 12/15/95

James P. Peterson  
JAMES P. PETERSON  
747 MEMORIAL DR  
MANITOWOC, WI 54220  
414-682-2844 (HOME)

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party: James P. Peterson  
747 Memorial Dr.  
Manitowoc, WI 54220  
(414) 682-2844 (HOME)

---

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]


**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Consumers, Inc.

[Name of De Minimis Settling Party]

Date: December 15, 1995

  
\_\_\_\_\_  
Philip R. Eck  
Secretary

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:


Christopher J. Jaekels  
Cooke & Franke S.C.  
650 East Mason Street  
Milwaukee, WI 53202  
414-271-5900  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR CRAFTS ELECTRIC, INC.  
1118 SOUTH 10TH STREET  
MANITOWOC, WI 54220  
[Name of De Minimis Settling Party]

Date: JANUARY 22, 1996

 (V. Pres)

JEFF J. DIEDERICHS  
1118 SOUTH 10TH STREET  
MANITOWOC, WI 54220  
(414)-682-4684  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service or Process on Behalf of  
the Above-Signed Party:

JEFF J. DIEDERICHS  
1118 SOUTH 10TH STREET  
MANITOWOC, WI 54220  
(414)-682-4684  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

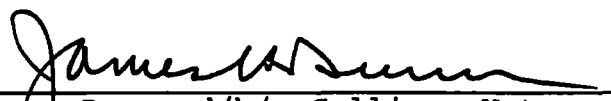
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al. Conditioning relating to the Lemberger Landfill Superfund Sites.

FOR: James Dunn, d/b/a Culligan  
Water Conditioning

[Name of De Minimis Settling Party]

Date: 1-12-96

  
James Dunn, d/b/a Culligan Water  
Conditioning  
c/o Attorney Mark A. Miller  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of the  
Above-Signed Party:

Attorney Mark A. Miller  
Whyte Hirschboeck Dudek S.C.  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

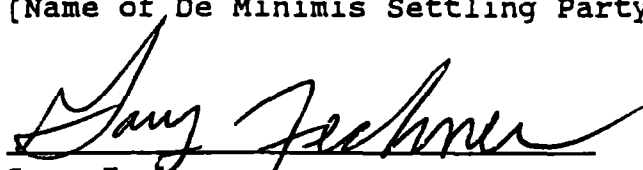
GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.


FOR Fechner, Gary and Nancy  
D/B/A Dairy Queen, Manitowoc

[Name of De Minimis Settling Party]

Date: 1-19-96

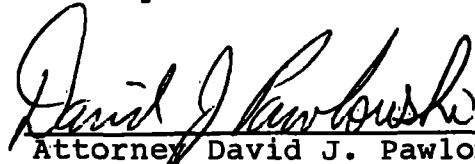
  
Gary Fechner

Date: 1-19-96

  
Nancy Fechner

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

  
Attorney David J. Pawlowski  
Post Office Box 187  
Manitowoc, WI 54221-0187  
(414) 682-4644  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR First National Bank in Manitowoc

[Name of De Minimis Settling Party]

Date: December 13, 1995



Thomas J. Bare, President  
402 North 8th Street  
Manitowoc, WI 54220  
(414) 684-6611

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Same as above.

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Fleet and Farm of Manitowoc, Inc.

[Name of De Minimis Settling Party]

Date: December 20, 1995



Robert P. DeGrace,  
Vice President of Operations  
1300 S. Lynndale Drive  
Appleton, WI 54912-1199  
Phone: (414) 731-8121

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:



Robert P. DeGrace, Vice President of Operations  
1300 S. Lynndale Drive - Appleton, WI 54912-1199  
Phone: (414) 731-8121

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc. et al. relating to the Lemberger Landfill Superfund Sites.

FOR Gateman Manufacturing Company

[Name of De Minimis Settling Party]

Date: JAN 18, 1996

W. C. Gateman III

William C. Gateman III - President —  
114 Meadowbrook Circle  
Daytona Beach, FL 32114

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Mr. Glenn R. Gateman  
Registered Agent  
836 S. 15  
Manitowoc, WI 54220

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

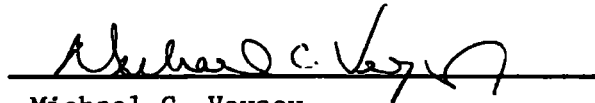
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Gould Inc. (f/k/a Imperial Eastman)

[Name of De Minimis Settling Party]

Date: 13 December 1995



Michael C. Veysey  
Senior Vice President, General Counsel & Secretary  
Gould Electronics Inc.  
35129 Curtis Boulevard  
Eastlake, OH 44095

Tel: (216) 953-5170  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

**Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:**

Michael C. Veysey  
Senior Vice President, General Counsel & Secretary  
Gould Electronics Inc.  
35129 Curtis Boulevard  
Eastlake, OH 44095 Tel: (216) 953-5170  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR ~~HAMANN CONSTRUCTION COMPANY~~  
4613 W. CUSTER STREET  
MANITOWOC, WI 54220  
(414) 682-8282  
[Name of De Minimis Settling Party]

Date: 12/27/95



STEVE HAMANN  
4613 W. CUSTER STREET  
P.O. BOX 245  
MANITOWOC, WI 54221-0245  
(414) 682-8282

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

ATTORNEY RON A. KAMINSKI  
KAMINSKI, POZORSKI & GREIG  
846 NORTH 8TH STREET  
P.O. BOX 609  
MANITOWOC, WI 54221-0609  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
(414) 684-6694

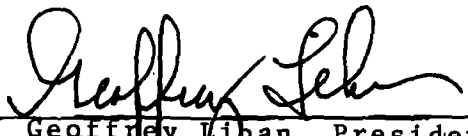
## GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR Heresite Protective Coatings, Inc.

[Name of De Minimis Settling Party]

Date: Januray 9, 1996

  
By: Geoffrey Liban, President  
Geoffrey Liban  
822 S. 14th St.  
Manitowoc, WI 54220  
(414) 684-6646

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Michael P. Dunn, Esq.  
Davis & Kuelthau, S.C.  
111 E. Kilbourn, Suite 1400  
Milwaukee, WI 53202  
(414) 225-1425

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Hoffman Bros., Inc.  
1422 River Place  
Two Rivers, WI 54241  
Phone No.: 414/793-1372  
[Name of De Minimis Settling Party]

Date: December 18, 1995

By: Lester J. Lodl  
Lester J. Lodl, President

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Oliver T. Skrivanie  
Oliver T. Skrivanie  
Attorney at Law  
1509 - 19th Street  
P.O. Box 117  
Two Rivers, WI 54241  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
Telephone No. 414/793-4521  
FAX No. 414/793-5927

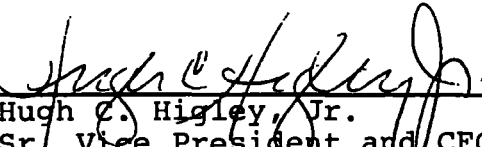
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

Interstate Welding Sales Corp.  
FOR for Manitowoc Oxygen

[Name of De Minimis Settling Party]

Date: 12-14-95

  
\_\_\_\_\_  
Hugh C. Higley, Jr.  
Sr. Vice President and CFO  
Interstate Welding Sales Corp.  
1801 Marinette Ave., P.O. Box 257  
Marinette, WI 54143-0257  
(715) 732-7950  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Hugh C. Higley, Jr.  
Senior Vice President and CFO  
Interstate Welding Sales Corp.  
(for Manitowoc Oxygen)  
\_\_\_\_\_  
1801 Marinette Ave., P.O. Box 257  
Marinette, WI 54143-0257  
(715) 732-7950

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

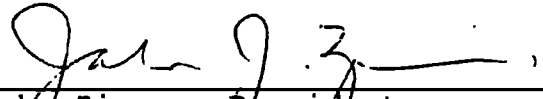
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al. relating to the Lemberger Landfill Superfund Sites.

FOR: J. J. Stangel Co.

[Name of De Minimis Settling Party]

Date: 1/10/90

  
\_\_\_\_\_  
John Zimmer, President  
c/o Attorney Mark A. Miller  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of the  
Above-Signed Party:

Attorney Mark A. Miller  
Whyte Hirschboeck Dudek S.C.  
21 Maritime Drive  
Manitowoc, WI 54220  
(414) 683-3500  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



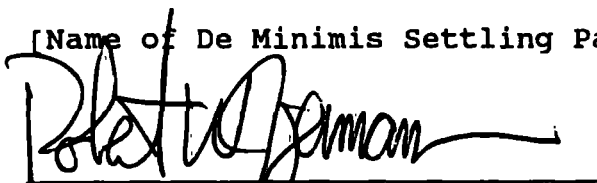
GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al. relating to the  
Lemberger Landfill Superfund Sites.

FOR JAGEMANN STAMPING COMPANY

Date: 19-DEC-95

[Name of De Minimis Settling Party]



ROBERT W. JAGEMANN  
JAGEMANN STAMPING COMPANY  
P.O. BOX 217, 2814 WOLLMER ST.  
MANITOWOC, WI 54221-0217  
(414) 682-4633

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:



MS. LAURIE J. KOBZA PH: (608) 283-1788  
BOARDMAN, SUHR, CURRY & FIELD  
FIRSTAR PLAZA, SUITE 410  
1 SOUTH PINKNEY STREET, P.O. BOX 927 MADISON, WI 53701-0927  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR KAUFMAN MFG. CO.

[Name of De Minimis Settling Party]

Date: 12-14-95

RE KAUFMAN

RE KAUFMAN, PRESIDENT  
PO Box 1056  
MANITOWOC, WI 54221-1056  
(414) 684-6641  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

RE KAUFMAN  
KAUFMAN MFG. CO.  
PO Box 1056 MANITOWOC, WI 54221-1056  
(414) 684-6641  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Village of Kellnersville

[Name of De Minimis Settling Party]

Date: 1-2-1996

Donald A. Fogeltanz

Donald Fogeltanz, Village President  
Village of Kellnersville  
PO Box 117  
Kellnersville, WI 54215  
414-732-3397

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Elizabeth L. Duggan, Clerk

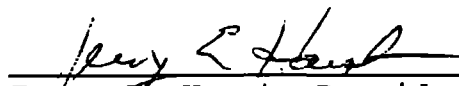
Elizabeth L. Duggan, Village Clerk  
Village of Kellnersville  
PO Box 87  
Kellnersville, WI 54215  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
414-686-1052

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al. relating to the Lemberger Landfill Superfund Sites.

FOR: LAKELAND LANDSCAPE SERVICE, INC.

Dated: December 15, 1995

  
\_\_\_\_\_  
Jerry E. Haupt, President  
4141 Viebahn Street  
Manitowoc, WI 54220  
Phone: 414-682-5707  
(Officer Authorized to sign on  
Behalf of De Minimis Settling Party)

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

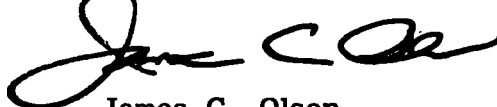
Jerry E. Haupt  
4141 Viebahn Street  
Manitowoc, WI 54220  
Phone: 414-682-5707  
Fax: 414-682-9471

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Lakeside Machine Shop, Inc.

[Name of De Minimis Settling Party]



Date: December 18, 1995

James C. Olsen  
Secretary-Treasurer  
Lakeside Machine Shop, Inc.  
P. O. Box 15186  
Minneapolis, MN 55415-0186

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Phone: (612) 344-1969  
FAX: (612) 332-6841

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Vernon R. Poertner, R.A.  
1128 N. 6th Street  
Manitowoc, WI 54220  
(414) 684-5076

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]


**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the

Lemberger Landfill Superfund Sites. The allocation and amount referred to  
in the Global De Minimis Consent Decree has been modified to \$600 to the United  
States and \$2,833 to the LSRG pursuant to agreement of the parties. Said sum  
includes all liability of Late's Bar-B-Q Stand to the United States and LSRG as  
addressed by this decree. FOR LATE'S BAR-B-Q STAND


[Name of De Minimis Settling Party]

Date: February 26, 1996

  
Steven R. Olson, Attorney for Late's Bar-B-Q Stand  
Radosevich, Mozinski & Cashman  
P.O. Box 1868  
Manitowoc, WI 54221-1868  
(414) 684-1234

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

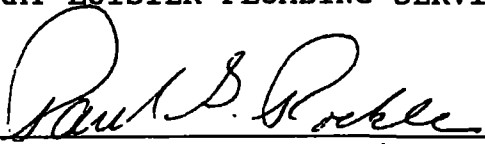
  
Steven R. Olson, Attorney for Late's Bar-B-Q Stand  
Radosevich, Mozinski & Cashman, P.O. Box 1868,  
Manitowoc, WI 54221-1868  
(414) 684-1234  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al. relating to the Lemberger Landfill Superfund Sites.

FOR: RAY LUISIER PLUMBING SERVICE, INC.

Dated: December 14, 1995

  
Paul G. Roekle, President  
2510 Marshall Street  
Manitowoc, WI 54220  
Phone: 414-682-3666  
(Officer Authorized to sign on  
Behalf of De Minimis Settling Party)

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

Paul G. Roekle  
2510 Marshall Street  
Manitowoc, WI 54220  
Phone: 414-682-3666  
Fax: 414-682-3754

GLOBAL DE MINIMIS CONSENT DECREE

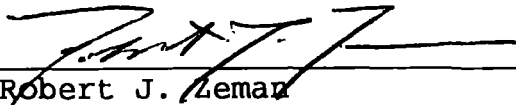
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al. relating to the Lemberger Landfill Superfund Sites.

FOR COUNTY OF MANITOWOC

[Name of De Minimis Settling Party]

Under Wisconsin Law, Manitowoc County is not bound by this agreement until a Resolution authorizing it has been adopted in open session by the Manitowoc County Board of Supervisors. Such a resolution will be put on the agenda of the next Regular meeting of said body, scheduled for January 16, 1996. Counsel for the EPA and Lemberger Sites Remediation Group will be provided with a Certified Copy of said Resolution by mail within 5 working days after its adoption.

Date: December 22, 1995.

  
\_\_\_\_\_  
Robert J. Zeman  
Manitowoc County Corporation Counsel  
State Bar No. 01015016  
Manitowoc County Corporation Counsel  
1010 S. 8th St.  
Manitowoc, WI 54220  
(414) 683-4062

[Name, Address and Phone Number of officer Authorized to Sign on Behalf of De Minimis Settling Party]

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed Party:

Robert J. Zeman  
Manitowoc County Corporation Counsel  
Plaintiff's Attorney  
1010 S. 8th St.  
Manitowoc, WI 54220  
(414) 683-4062

[Name, Address and Phone Number of Authorized Agent for Service of Process]




STATE OF WISCONSIN )

COUNTY OF MANITOWOC)

I, Daniel R. Fischer, County Clerk of Manitowoc County, do hereby certify that the attached resolution is a true and correct copy of the original resolution required by law to be in my custody and which was adopted by the County Board of Supervisors of Manitowoc County at a meeting held on January 16, 1996.

Set my hand and official seal this 17th day of January, 1996.

  
Daniel R. Fischer, County Clerk

57a

RESOLUTION APPROVING THE EXECUTION OF A "GLOBAL CONSENT DECREE"  
WITH THE UNITED STATES OF AMERICA AND THE LEMBERGER SITES  
REMEDATION GROUP AND AUTHORIZING EXPENDITURES TOTALING \$127,614.00  
TO SETTLE CLAIMS AGAINST THIS COUNTY ARISING OUT OF THE OPERATIONS  
OF THE LEMBERGER LANDFILLS

TO THE CHAIRPERSON AND BOARD OF SUPERVISORS  
OF MANITOWOC COUNTY, WISCONSIN

Supervisors:

WHEREAS, Manitowoc County has been named as a defendant in a lawsuit currently pending in the United States District Court for the Eastern District of Wisconsin entitled: *Lemberger Sites Remediation Group v. A.M. Richter & Sons, Co., et al* Case No. 95-C-1065;

AND WHEREAS, the United States of America, acting through the Environmental Protection Agency has claims against this county which could be asserted in another presently pending suit in said court;

AND WHEREAS, the aforesaid matters relate to response costs under the "Comprehensive Environmental Response, Compensation and Liability Act of 1980," incurred in connection with landfills in the Town of Franklin in which the solid wastes generated by a number of county departments were disposed of during the period of time the said landfills were in operation;

AND WHEREAS, disputes exist as to the nature and extent of the county's liability, if any, for such response costs;

AND WHEREAS, Manitowoc County wishes to settle these disputed claims and obtain the protections being offered by the Lemberger Sites Remediation Group and the United States from claims asserted by other Potentially Responsible Parties in connection with said landfills by paying a settlement and premium acceptable to the Lemberger Sites Remediation Group and the United States and to buy its peace;

NOW, THEREFORE, BE IT RESOLVED that the Corporation Counsel be, and is hereby, authorized to enter into a "Global Consent Decree" on behalf of this county, which, after publication in the Federal Register and approval by the court will require the following payments by this county for such settlement with premium:

To the Lemberger Sites Remediation Group:	\$96,760.00
To the United States:	\$30,854.00
TOTAL:	<u>\$127,614.00</u>

1 BE IT FURTHER RESOLVED, that the foregoing payments be  
2 made from the WMMIC Self-Insured Reserve Fund within forty-five  
3 days of the entry of the "Global Consent Decree" by the court;

4 BE IT FURTHER RESOLVED, that should the aforesaid  
5 decree not be entered by the court, for any reason, this  
6 Resolution shall be void and of no effect.  
7

Dated this 16th day of January, 1996.

Respectfully submitted,

Don C. Markwardt  
Don C. Markwardt, Chairperson

Fiscal Impact: Requires payments totaling \$127,614.00 from the  
WMMIC Self-insured Reserve Fund.

Adopted this 16th day of January, 1996.

23 Ayes 0 Noes 2 Absent

ATTEST:

Daniel R. Fischer  
Daniel R. Fischer, County Clerk

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Manitowoc Grey Iron Foundry

[Name of De Minimis Settling Party]

Date: 12-14-95



Robert Peaslee  
Vice President - Manitowoc Grey Iron Foundry  
2701 Division Street - P.O. Box 548  
Manitowoc, WI 54221-0548  
(414) 684-0311

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Arthur A. Vogel, Jr.  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee, WI 53202-4497  
(414) 277-5000

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]


**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR MANITOWOC LANDSCAPE, INC.

[Name of De Minimis Settling Party]

Date: 3/14/96

(TIM POKLINKOSKI)  


TIM POKLINKOSKI (VICE PRES.)  
4912 CR, MANITOWOC, WI, 54220-9298  
414 758-2231

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

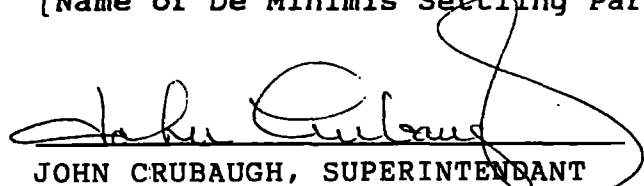
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR MANITOWOC PUBLIC SCHOOL DISTRICT

[Name of De Minimis Settling Party]

Date: 12/27/95



JOHN CRUBAUGH, SUPERINTENDANT  
MANITOWOC PUBLIC SCHOOL DISTRICT  
1010 HURON STREET  
P.O. BOX 1657  
MANITOWOC, WI 54221-1657  
(414) 683-4777  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

ATTORNEY RON A. KAMINSKI  
KAMINSKI, POZORSKI & GREIG  
846 NORTH 8TH STREET  
P.O. BOX 609  
MANITOWOC, WI 54221-0609  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
(414) 684-6694

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. \_\_\_\_\_, A.C.E. Building Service, Inc., et al.  
relating to the  
Lemberger Landfill Superfund Sites.

FOR Manitowoc Self Service Car Wash  
Manitowoc Self Service Car Wash

[Name of De Minimis Settling Party]

Date: 12/18/95

Robert D. Thornley  
Robert D. Thornley  
1768 Main Street  
Green Bay, WI 54302

1-414-468-7529

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

James R. Hoy  
James R. Hoy  
Quarles & Brady  
411 E. Wisconsin Avenue, Milwaukee, WI 53202  
(414) 277-5543  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

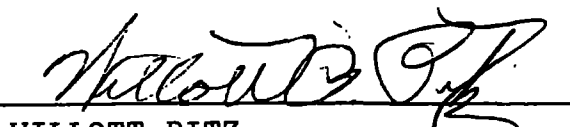
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR MCMULLEN & PITZ CONSTRUCTION CO.

[Name of De Minimis Settling Party]

Date: January 15, 1996

  
WILLOTT PITZ  
MCMULLEN & PITZ *Construction Co.*  
17 MARITIME DRIVE  
P.O. BOX 8  
MANITOWOC, WI 54221-0008  
(414) 682-0131  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

ATTORNEY RON A. KAMINSKI  
KAMINSKI, POZORSKI & GREIG  
846 NORTH 8TH STREET  
P.O. BOX 609  
MANITOWOC, WI 54221-0609  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
(414) 684-6694



GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al. relating to the  
Lemberger Landfill Superfund Sites.

MEADOW LINKS A.K.A.  
FOR MEADOW LANES, INC.

[Name of De Minimis Settling Party]

Date: 3-18-96

Ralph A. Skarda

RALPH A. SKARDA, Pres. -  
1202 HURON ST., MANITOWOC, WI. 54220  
phone 414-684-3431

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Ralph A. Skarda

RALPH A. SKARDA  
1202 HURON ST., MANITOWOC, WI. 54220  
phone 414-684-3431

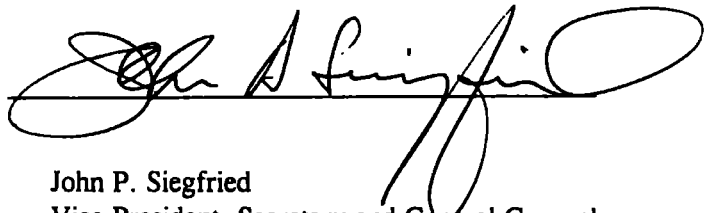
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Medusa Corporation

Date: December 14, 1995



John P. Siegfried  
Vice President, Secretary and General Counsel  
Medusa Corporation  
3008 Monticello Boulevard  
Cleveland Hts., OH 44118

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

---

John P. Siegfried  
Vice President, Secretary and General Counsel  
Medusa Corporation  
3008 Monticello Boulevard  
Cleveland Hts., OH 44118

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR MIKE CHECK BUILDERS, INC.

[Name of De Minimis Settling Party]

Date: December 14, 1995.

Michael E. Check

Michael E. Check  
6945A Tall Oaks Road  
Manitowoc, WI 54220  
(414) 682-7352

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

John M. Webster

John M. Webster  
814 South 8th Street, P.O. Box 487  
Manitowoc, WI 54221-0487  
(414) 682-8181

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]


**GLOBAL DE MINIMIS CONSENT DECREE**

**THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.**

**FOR NORTHWESTERN ELEVATOR CO., INC.**

**[Name of De Minimis Settling Party]**

**Date: FEBRUARY 28, 1996**

  
**JOHN S. ROSENBERG, SECRETARY/TREASURER  
NORTHWESTERN ELEVATOR CO., INC.  
6070 N. FLINT ROAD  
MILWAUKEE WI 53209-0976  
414-228-1424**

**[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]**

**Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:**

**JOHN S. ROSENBERG, SECRETARY/TREASURER  
NORTHWESTERN ELEVATOR CO., INC.  
6070 N. FLINT ROAD  
MILWAUKEE WI 53209-0976 414-228-1424  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]**

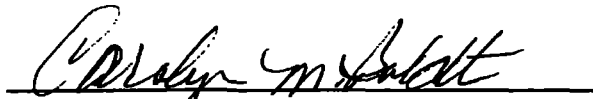
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc. et al. relating to the  
Lemberger Landfill Superfund Sites.

FOR Oil-Rite Corporation

[Name of De Minimis Settling Party]

Date: December 28, 1995



Carolyn M. Boldt, President  
Oil-Rite Corporation  
4325 Clipper Drive  
P.O. Box 1207  
Manitowoc, WI 54221-1207

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Carolyn M. Boldt, President  
Oil-Rite Corporation  
4325 Clipper Drive  
P.O. Box 1207  
Manitowoc, WI 54221-1207  
(414) 682-6173

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR Robt Bio-Technical Laboratories

[Name of De Minimis Settling Party]

Michael Sfat, President

Date: 12-12-95

Michael L. Sfat  
1035 S. 7th St.  
Manitowoc, WI 54220  
414 684558

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Michael R. Sfat

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Reedsville Cooperative

[Name of De Minimis Settling Party]

Date: 1/2/95

Robert Lowe

Robert Lowe, General Manager  
Reedsville Cooperative Ass'n.  
709 Mill Street  
Reedsville, WI 54230

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Jerome L. Fox

Jerome L. Fox  
Olson, Winter & Fox  
1607 Washington Street  
P.O. Box 156 Two Rivers, WI 54241-0156 (414) 793-1364  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

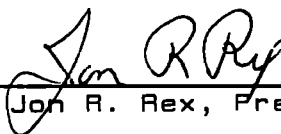
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR REX - CLEAN, INC.

[Name of De Minimis Settling Party]

Date: DECEMBER, 13, 1995

  
\_\_\_\_\_  
Jon R. Rex, President

Jon R. Rex  
P. O. Box 1748  
Manitowoc, Wi 54221-1748  
414-682-6312

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

JON R. REX

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Santa's Best (FKA National Tinsel  
Mfg. Co

[Name of De Minimis Settling Party]

John P. Protz, Vice President

Date: 12/13/95

John Protz  
1133 South 16th St  
Manitowoc, WI 54220 -  
414-684-4448

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Donald A. Glassberg  
Levenfeld Eisenberg Janger  
& Glassberg  
33 W Monroe ST

Suite 2100  
Chicago, Ill. 60603  
312-346-8380

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR William Schaus & Son, Inc.  
n/k/a Schaus Roofing &  
Mechanical Contractors, Inc.

[Name of De Minimis Settling Party]

Date: 12-14-95

Thomas A. Schaus

Thomas A. Schaus  
Schaus Roofing & Mechanical Contractors,  
Inc.  
2901 Calumet Avenue  
Manitowoc, WI 54220 (414) 684-5559

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Thomas A. Schaus

Schaus Roofing & Mechanical Contractors, Inc.  
2901 Calumet Avenue  
Manitowoc, WI 54220  
(414) 684-5559

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR SCHWERMANN TRUCKING CO.

[Name of De Minimis Settling Party]

Date: December 15, 1995

by *Stephen M. Budman*, *VICE PRESIDENT*  
c/o Schwerman Trucking Co.  
611 South 28th Street  
P.O. Box 1601  
Milwaukee, WI 53201-1601  
Phone 414/671-8040

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

James R. Ziperski - General Counsel  
Schwerman Trucking Co.  
611 South 28th Street  
P.O. Box 1601  
Milwaukee, WI 53201-1601  
\_\_\_\_\_  
Phone 414/671-8075

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Shell Oil Company

[Name of De Minimis Settling Party]

Date: 12-13-95

Kent W. Rogers  
Kent W. Rogers  
Manager Remediation  
Shell Oil Company  
P.O. Box 4320  
Houston, TX 77210-4320  
(713) 241-6429

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

William C. Lowrey  
William C. Lowrey  
Shell Oil Company  
P.O. Box 2463  
Houston, TX 77252 Tel: (713) 241-1678  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Shoto Corporation, f/k/a Shoto  
Fixture & Supply  
6450 CTH B  
Two Rivers, WI 54241  
Phone: 414/682-0196  
[Name of De Minimis Settling Party]

Date: December 18, 1995

By: Eugene F. Holly  
Eugene F. Holly, President

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Oliver T. Skrivanie  
Oliver T. Skrivanie  
Attorney at Law  
1509 - 19th Street  
P.O. Box 117, Two Rivers, WI 54241  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]  
Telephone No. 414/793-4521  
FAX No. 414/793-5927

GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR SILVER CREEK NURSERIES INC.

[Name of De Minimis Settling Party]

Date: FEB 7, 1996

Kevin Edgar - Treasurer  
KEVIN EDGAR  
1445 N. 23RD ST  
MANITOWOC, WI 54220  
414-684-1225

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Kevin Edgar  
SAME AS ABOVE

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

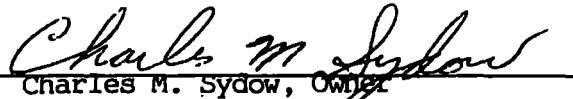
GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR Superior Watercare, Inc.

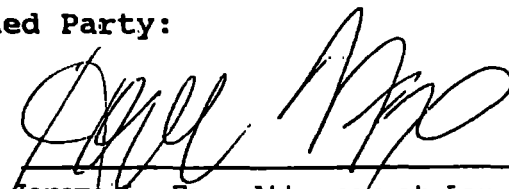
[Name of De Minimis Settling Party]

Date: 12/18/95

  
Charles M. Sydow, Owner  
5713 County Trunk R  
Manitowoc, WI 54220

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

  
Jerome L. Fox, Attorney at Law  
1607 Washington Street  
Two Rivers, WI 54241-0156

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

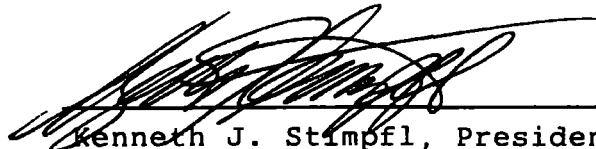
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Swanson Environmental, Inc.

[Name of De Minimis Settling Party]

Date: December 13, 1995

  
Kenneth J. Stimpfl, President  
Swanson Environmental, Inc.  
24156 Haggerty Road  
Farmington Hills, MI 48335  
(810) 478-2700

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party: Kenneth J. Stimpfl, President  
Swanson Environmental, Inc.  
24156 Haggerty Road  
Farmington Hills, MI 48335  
(810) 478-2700

~~None~~

[Name, Address and Phone Number of  
Authorized Agent for Service of Process]



**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR Terp's Calumet Auto Sales

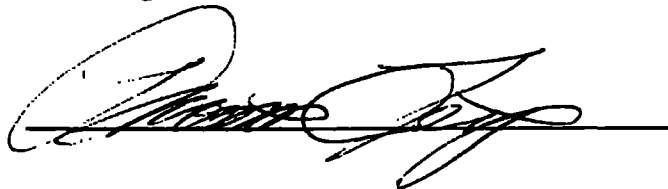
[Name of De Minimis Settling Party]

Date: 1/22/96

Thomas Terp  
826 22nd Street  
Two Rivers, WI 54241  
414-794-1230

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:



[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

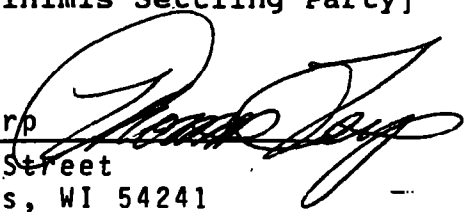
**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR Terp's Calumet Auto Sales

[Name of De Minimis Settling Party]

Date: 1/22/96

  
\_\_\_\_\_  
Thomas Terp  
826 22nd Street  
Two Rivers, WI 54241  
414-794-1230

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

\_\_\_\_\_  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR VILLAGE OF VALDERS

[Name of De Minimis Settling Party]

Date: December 28, 1995

Nancy Roerdink

Nancy Roerdink  
Village Clerk  
Village of Valders  
207 South Liberty Street  
Valders, WI 54245  
(414) 775-4522

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

Nancy Roerdink

Nancy Roerdink

Village of Valders Clerk  
207 South Liberty Street  
Valders, WI 54245  
(414) 775-4522  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]


GLOBAL DE MINIMIS CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
A.C.E. Building Service, Inc., et al.  
matter of United States v. \_\_\_\_\_, relating to the  
Lemberger Landfill Superfund Sites.

FOR Walsdorf Roofing Company, Inc.

[Name of De Minimis Settling Party]

Date: January 24, 1996

 , President  
[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party] Todd W. Walsdorf/Walsdorf Roofing Co., Inc.  
P.O. Box 66  
Kiel, WI 53042-0066 414/894-2286

Agent Authorized to Accept Service of Process on Behalf of  
Todd W. Walsdorf, President  
the Above-Signed Party: P.O. Box 66  
Kiel, WI 53042-0066  
(414) 894-2286

Name, Address and Phone Number of  
Authorized Agent for Service of Process

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. A.C.E. Building Service, Inc., et al., relating to the  
Lemberger Landfill Superfund Sites.

FOR WHITELAW SAUSAGE CO.

[Name of De Minimis Settling Party]

Date: DEC. 15, 1995

Alvin Stueber  
ALVIN STUEBER, PRESIDENT  
239 MAPLE ST.  
WHITELAW, WIS. 54247  
414-732-3193

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

WHITELAW SAUSAGE CO.  
ALVIN STUEBER, PRESIDENT  
239 MAPLE ST., BOX 175  
\_\_\_\_\_  
WHITELAW, WIS. 54247

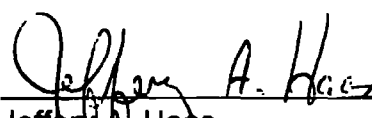
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of  
United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill  
Superfund Sites.

For: Wisconsin Bell Telephone Co.  
d/b/a Ameritech-Wisconsin

Date: February 13, 1996

  
Jeffery A. Haas  
EHS Manager  
Ameritech  
2356 South 111th Street  
West Allis, Wisconsin 53227

Agent Authorized to Accept Service of Process on Behalf of the Above-Signed

Party: Samuel W. Ach  
Counsel  
Ameritech  
225 W. Randolph - HQ27C  
Chicago, Illinois 60606  
(312)727-4121

**GLOBAL DE MINIMIS CONSENT DECREE**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. A.C.E. Building Service, Inc., et al., relating to the Lemberger Landfill Superfund Sites.

FOR WISCONSIN FUEL AND LIGHT COMPANY

[Name of De Minimis Settling Party]

Date: December 14, 1995

Hugh H. Bell  
Hugh H. Bell, Secretary  
c/o Bell, Metzner, Gierhart & Moore, S.C.  
P. O. Box 1807  
Madison, WI 53701-1807  
(608) 257-3764

[Name, Address and Phone Number of  
Officer Authorized to Sign on  
Behalf of De Minimis Settling  
Party]

Agent Authorized to Accept Service of Process on Behalf of  
the Above-Signed Party:

John M. Moore  
Bell, Metzner, Gierhart & Moore, S.C.  
44 East Mifflin Street, Suite 1000  
P. O. Box 1807  
Madison, WI 53701-1807 Phone: (608) 257-3764  
[Name, Address and Phone Number of  
Authorized Agent for Service of Process]

**APPENDIX 1: SIGNATORIES TO THE LEMBERGER SITES**  
**GLOBAL "DE MINIMIS" CONSENT DECREE**

A.C.E. BUILDING SERVICE, INC.

ACTION CYCLE

AMOCO CORPORATION

A.M. RICHTER SONS CO.

ARCHER DANIEL MIDLANDS COMPANY  
(for Kurth Malting and  
Wisconsin Malting)

BRANCH RIVER COUNTRY CLUB

BRAUN BUILDING CENTER, INC.  
(for Braun Lumber)

BRIDGESTONE/FIRESTONE, INC.

CITY OF BRILLION

BRILLION IRON WORKS, INC.

BRUNSWICK CORP.

BUSCH AGRICULTURAL RESOURCES, INC.  
(Anheuser-Busch Companies, Inc.)

CAWLEY CO., a division of  
Contemporary, Inc.

CONSUMERS, INC.

CRAFTS ELECTRIC, INC.

CULLIGAN WATER CONDITIONING

GARY AND NANCY FECHNER (d/b/a  
DAIRY QUEEN, MANITOWOC)

FIRST NATIONAL BANK OF MANITOWOC

FLEET AND FARM OF MANITOWOC, INC.

GATERMAN MANUFACTURING COMPANY



**APPENDIX 1: SIGNATORIES TO THE LEMBERGER SITES**  
**GLOBAL "DE MINIMIS" CONSENT DECREE,**  
**-continued-**

GOULD INC.  
(for Imperial Eastman Co.)

HAMMAN CONSTRUCTION COMPANY

HERESITE PROTECTIVE COATINGS, INC.  
(for Heresite Saekaphen)

HOFFMAN BROS., INC.

INTERSTATE WELDING SALES CORP.  
(for Manitowoc Oxygen)

J.J. STANGEL COMPANY

JAGEMANN STAMPING COMPANY

KÄUFMAN MFG, CO.

VILLAGE OF KELLNERSVILLE

LAKELAND LANDSCAPE SERVICE, INC.

LAKESIDE MACHINE SHOP, INC.

LATE'S BAR-B-Q STAND

RAY LUISIER PLUMBING SERVICE, INC.

THE COUNTY OF MANITOWOC  
(for Manitowoc County Health Care Center,  
Manitowoc County Highway Department,  
Manitowoc County Planning & Parks Department,  
and the Whitelaw Sanitarium)

MANITOWOC GREY IRON FOUNDRY

MANITOWOC LANDSCAPE, INC.

MANITOWOC PUBLIC SCHOOL DISTRICT

MANITOWOC SELF-SERVICE CAR WASH  
(a/k/a Thor Car Wash)

MCMULLIN & PITZ CONSTRUCTION CO.

**APPENDIX 1: SIGNATORIES TO THE LEMBERGER SITES**  
**GLOBAL "DE MINIMIS" CONSENT DECREE,**  
**-continued-**

MEADOW LANES, INC.  
(for Meadow Links)

MEDUSA CORPORATION  
(for Medusa Cement Co)

MIKE CHECK BUILDERS, INC.

NORTHWESTERN ELEVATOR CO., INC.

OIL-RITE CORPORATION

RAHR BIO-TECHNICAL LABORATORIES  
(for Rahr)

REEDSVILLE COOPERATIVE ASS'N.  
(f/k/a Whitelaw Co-op)

REX-CLEAN, INC.  
(for Rex Cleaners, Inc.)

SANTA'S BEST  
(for National Tinsel Mfg Co)

SCHAUS ROOFING & MECHANICAL  
CONTRACTORS, INC.  
(for William Schaus & Sons, Inc.)

SCHWERMANN TRUCKING CO.

SHELL OIL COMPANY  
(for Shell Oil and Standard Oil)

SHOTO CORPORATION  
(for Shoto Fixture & Supply)

SILVER CREEK NURSERIES INC.

SUPERIOR WATERCARE, INC.

SWANSON ENVIRONMENTAL, INC.

TERP'S CALUMET AUTO SALES

VILLAGE OF VALDERS

**APPENDIX 1: SIGNATORIES TO THE LEMBERGER SITES**  
**GLOBAL "DE MINIMIS" CONSENT DECREE,**  
**-continued-**

WALSDORF ROOFING COMPANY, INC.

WHITELAW SAUSAGE CO.

WISCONSIN BELL TELEPHONE CO.

WISCONSIN FUEL & LIGHT CO.

# APPENDIX 2

## UNITED STATES' ALLOCATION OF RESPONSIBILITY FOR THE LEMBERGER SITES

		ADJUSTED WEIGHT (LBS)			(date: 3/5/96)		
NAME OF PARTY		NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC	% OF	
					(Com/Muni/ Particle)	ADJ. WEIGHT	AMOUNT DUE TO U.S.
A&P (Whitehouse Div.)	C	2,074,116			103,706	1.049%	\$33,578
A.C.E. Builders	C	55,560			2,778	0.028%	\$899
AM Richter & Sons, Co/Burns	C	263,500			13,175	0.133%	\$4,266
Philp Foods							
Action Cycle Inc.	C	141,152			7,058	0.071%	\$2,285
American Carpet Center, Inc	C	22,080			1,104	0.011%	\$357
Amoco Oil Co (Green Bay)	L	16,000	16,000			0.162%	\$5,180
Anheuser-Busch Inc	C	1,285,400			64,270	0.650%	\$20,809
Berkedal & Shimek/LA Edlbeck	C	248,292			12,415	0.126%	\$4,020
Bil-Mar Supper Club	C	263,340			13,167	0.133%	\$4,263
Branch River Country Club	C	319,392			15,970	0.162%	\$5,171
Brandt Buses Inc	C	22,080			1,104	0.011%	\$357
Braun Lumber	C	283,632			14,182	0.143%	\$4,592
Bridgestone Firestone Inc	C	420,660			21,033	0.213%	\$6,810
Brillion City of	MU	1,216,000			60,800	0.615%	\$19,686
Brillion Iron Works	C	973,481			48,674	0.492%	\$15,760
Brunner, Richard	C	44,323			2,216	0.022%	\$718
Brunswick Corp. / Robert	C	7,200*			360	0.004%	\$117
C.C.R.T. (East Reed Avenue	MU	1,440,550			72,028	0.729%	\$23,321
Apartments)							
Carey Volkswagen/Mazda Inc	C	93,845			4,692	0.047%	\$1,519
Cawley Co, Division of	C	118,058			5,903	0.060%	\$1,911
Contemporary Inc							
Cedar Grove Aptmnts/Edward	MU	20,400			1,020	0.010%	\$330
Rosé & Sons							
Coach-Lite Inn	C	238,867			11,943	0.121%	\$3,867
Color Craft Graphic Arts, Inc	C	909,783			45,489	0.460%	\$15,339
Color Craft Graphic Arts, Inc	L	1,885	1,885			0.019%	
Consumer Inc	C	183,859			9,193	0.093%	\$2,976
Crafts Electric Inc	C	136,420			6,821	0.069%	\$2,209
Crafts Inc	C	1,293,540			64,677	0.654%	\$20,941
Culligan	C	118,560			5,928	0.060%	\$1,919
Dairy Queen (Brillion)/Berth,	C	143,640			7,182	0.073%	\$2,325
Dave							

UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES

		ADJUSTED WEIGHT (LBS)				(date: 3/5/96)	
NAME OF PARTY		NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC (Com/Muni/ Particle)	% OF ADJ. WEIGHT	AMOUNT DUE TO U.S.
A&P (Whitehouse Div.)	C	2,074,116			103,706	1.049%	\$33,578
A.C.E. Builders	C	55,560			2,778	0.028%	\$899
AM Richter & Sons, Co/Burns Philp Foods	C	263,500			13,175	0.133%	\$4,266
Action Cycle Inc.	C	141,152			7,058	0.071%	\$2,285
American Carpet Center, Inc	C	22,080			1,104	0.011%	\$357
Amoco Oil Co (Green Bay)	L	16,000	16,000			0.162%	\$5,180
Anheuser-Busch Inc	C	1,285,400			64,270	0.650%	\$20,809
Berkedal & Shimek/LA Edlbeck	C	248,292			12,415	0.126%	\$4,020
Bil-Mar Supper Club	C	263,340			13,167	0.133%	\$4,263
Branch River Country Club	C	319,392			15,970	0.162%	\$5,171
Brandt Buses Inc	C	22,080			1,104	0.011%	\$357
Braun Lumber	C	283,632			14,182	0.143%	\$4,592
Bridgestone Firestone Inc	C	420,660			21,033	0.213%	\$6,810
Brillion City of	MU	1,216,000			60,800	0.615%	\$19,686
Brillion Iron Works	C	973,481			48,674	0.492%	\$15,760
Brunner, Richard	C	44,323			2,216	0.022%	\$718
Brunswick Corp. / Robert	C	7,200*			360	0.004%	\$117
C.C.R.T. (East Reed Avenue Apartments)	MU	1,440,550			72,028	0.729%	\$23,321
Carey Volkswagen/Mazda Inc	C	93,845			4,692	0.047%	\$1,519
Cawley Co, Division of Contemporary Inc	C	118,058			5,903	0.060%	\$1,911
Cedar Grove Aptmnts/Edward Rose & Sons	MU	20,400			1,020	0.010%	\$330
Coach-Lite Inn	C	238,867			11,943	0.121%	\$3,867
Color Craft Graphic Arts, Inc	C	909,783			45,489	0.460%	\$15,339
Color Craft Graphic Arts, Inc	L	1,885	1,885			0.019%	
Consumer Inc	C	183,859			9,193	0.093%	\$2,976
Crafts Electric Inc	C	136,420			6,821	0.069%	\$2,209
Crafts Inc	C	1,293,540			64,677	0.654%	\$20,941
Culligan	C	118,560			5,928	0.060%	\$1,919
Dairy Queen (Brillion)/Berth, Dave	C	143,640			7,182	0.073%	\$2,325

UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES

		ADJUSTED WEIGHT (LBS)			(date: 3/5/96)	
NAME OF PARTY		NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC (Com/Muni/ Particle)	% OF ADJ. WEIGHT      AMOUNT DUE TO U.S.
Dairy Queen (Manitowoc)/ Fechner, G & A	C	46,800			2,340	0.024%      \$758
Donéff Building Systems Inc	C	399,000			19,950	0.202%      \$6,459
Ed Reineman & Son/Northern Elevator	C	430,210			21,511	0.218%      \$6,965
Edward Rose & Sons	C	90,240			4,512	0.046%      \$1,461
Elk's Lodge 687	C	238,990			11,950	0.121%      \$3,869
First National Bank In Manitowoc	C	167,988			8,399	0.085%      \$2,720
Fleet Farm Inc	C	27,360			1,368	0.014%      \$443
Fox Hills Country Club/FH Resort Limited	C	1,579,219			78,961	0.799%      \$25,566
Franklin Town of	MU	7,873,500			393,675	3.983%      \$127,464
Franks Auto Service	C	167,854			8,393	0.085%      \$2,717
Gaterman Manufacturing Co	C	74,400			3,720	0.038%      \$1,204
George Sollitt Construction Co	C	847,066			42,353	0.429%      \$13,713
George's Coin & Vending	C	299,820			14,991	0.152%      \$4,854
Groelle Builders, Inc	C	287,048			14,352	0.145%      \$4,647
Hamann Construction Company	C	336,072			16,804	0.170%      \$5,441
Heresite-Saekaphen/Heresite & Chemical	L	19,840	19,840			0.201%      \$9,053
Heresite-Saekaphen/Heresite & Chemical	MX	16,917		8,120		0.082%
Hoffman Bros, Inc	C	32,100			1,605	0.016%      \$520
Imperial Eastman (Sub of	C	2,242,152			112,108	1.134%      \$36,298
Invincible Metal Furniture Co	L	429,000	429,000			4.341%      \$320,736
Invincible Metal Furniture Co	MX	1,170,000		561,600		5.682%
J.J. Stangel Company	C	172,505			8,625	0.087%      \$2,793
Jagemann Plating Company	C	257,047			12,852	0.130%      \$4,161
Jagemann Stamping Co	C	220,654			11,033	0.112%      \$3,572
Johnie Nuhs Service Station	C	85,637			4,282	0.043%      ** \$50
Kaufman Mfg Co	C	331,102			16,555	0.168%      \$5,360
Kellernsville Village of	MU	533,520			26,676	0.270%      \$8,637

UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES

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Kurth Malting	C	592,800			29,640	0.300%	\$9,597
Lakeland Landscape Service of Manitowoc	C	10,752			538	0.005%	\$174
Lakeside Machine Shop Inc	C	100,822			5,041	0.051%	\$1,632
Lakeside Packing Company	C	1,508,904			75,445	0.763%	\$24,428
Larson Chevrolet, Inc/Lauson Chevrolet	C	611,086			30,554	0.309%	\$9,893
Late's Bar-B-Q Stand Inc	C	37,148*			1,857	0.019%	\$605
Luisier Plumbing Service	C	41,040			2,052	0.021%	\$664
Luloff's Used Cars	C	126,540			6,327	0.064%	\$2,049
Manitowoc Car Wash A/K/A Thor Car Wash	C	42,823			2,141	0.022%	\$693
Manitowoc County	C	1,905,886			95,294	0.964%	\$30,854
Manitowoc Grey Iron Foundry Inc	C	20,088			1,004	0.010%	\$325
Manitowoc Landscape, Inc	C	5,376*			269	0.003%	\$88
Manitowoc Oxygen Co	C	15,000			750	0.008%	\$243
Manitowoc Plumbing Supply Inc	C	304,380			15,219	0.154%	\$4,928
Manitowoc Public School District	MU	419,562			20,978	0.212%	\$6,792
Manitowoc Recreation Department	C	178,387			8,919	0.090%	\$2,888
Marcus Corp/Marc's Big Boy Coffee Shop	C	802,951			40,148	0.406%	\$12,999
Marv Kraemer's Auto Sales & Service	C	62,791			3,140	0.032%	\$1,017
McDonald's Restaurant	C	669,636			33,482	0.339%	\$10,841
McMullen & Pitz Construction Co	C	47,880			2,394	0.024%	\$775
McNamera Builders	C	853,290			42,665	0.432%	\$13,814
Meadow Links	C	99,288*			4,964	0.051%	\$1,618
Meadowbrook Apartments	C	40,320*			2,016	0.021%	\$657
Medusa Cement Co/Medusa	C	166,759			8,338	0.084%	\$2,700

**UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES**

		ADJUSTED WEIGHT (LBS)				(date: 3/5/96)	
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NAME OF PARTY		NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC (Com/Muni/ Particle)	% OF ADJ. WEIGHT	AMOUNT DUE TO U.S.
=====		=====				=====	
Memorial Hospital	C	1,797,278			89,864	0.909%	\$29,096
Mike Check Builders, Inc	C	334,020			16,701	0.169%	\$5,407
National Tinsel Mfg Co	C	217,040			10,852	0.110%	\$3,514
North Shore Distributing Co, Inc	C	190,665			9,533	0.096%	\$3,087
Northern Labs (Sub of Johnson Wax)	L	40,000	40,000			0.405%	\$48,047
Northern Labs (Sub of Johnson Wax)	C	2,167,900			108,395	1.097%	
Northwestern Elevator Co Inc	C	3,770*			189	0.002%	\$61
Oil-Rite Corporation	C	134,338			6,717	0.068%	\$2,175
Peterson Sheet Metal	C	482,174			24,109	0.244%	\$7,806
Pietroske, Inc/Ken Lewis	C	119,808			5,990	0.061%	\$1,940
Pomp's Tire Service, Inc	C	41,724			2,086	0.021%	\$675
Powers Tire & Auto Center	C	99,288			4,964	0.050%	\$1,607
Rahr Bio-Technical Laboratories	C	247,836			12,392	0.125%	\$4,012
Red Arrow	L	4,673,978	4,673,978			47.292%	\$1,605,843
Red Arrow	MX	595,200		285,696		2.891%	
Reedsville Coop/Whitelaw Co-Op	C	186,000			9,300	0.094%	\$3,011
Rex Cleaners, Inc	C	46,786			2,339	0.024%	\$757
River Hill Apartments	C	58,320			2,916	0.030%	\$944
Roncalli High School	C	39,672			1,984	0.020%	\$642
Schmitt Lumber Co	C	466,351			23,318	0.236%	\$7,550
Schwerman Trucking	C	5,712			286	0.003%	\$92
Shell Oil Company (Green Bay)	L	27,200	27,200			0.275%	\$8,807
Shoto Corporation/Shoto Fixture & Supply	C	14,400			720	0.007%	\$233
Silver Creek Nurseries Inc	C	7,200*			360	0.004%	\$117
Small Engine Service	C	13,133			657	0.007%	\$213
Southfield Townhouses	MU	1,953,792			97,690	0.988%	\$31,630
Superior Supply	C	170,620			8,531	0.086%	\$2,762



**UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES**

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		NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC (Com/Muni/ Particle)	% OF ADJ. WEIGHT      AMOUNT DUE TO U.S.
Superior Watercare, Inc	C	60,870			3,044	0.031%      \$985
Swanson Environmental Inc	L	13	13			0.000%      \$8
Swanson Environmental Inc	P	250			13	0.000%
Terp's Calumet Auto Sales	C	8,640			432	0.004%      \$140
The Hamacheck Company	C	267,300			13,365	0.135%      \$4,327
The John Dramm Company	C	154,994			7,750	0.078%      \$2,509
Valders Elevator Cooperative	MX	280,800		134,784		1.364%      \$43,640
Valders Village of	MU	535,032			26,752	0.271%      \$8,662
W.G. & R. Furniture	C	513,684			25,684	0.260%      \$8,316
Walsdorf Roofing	C	295,440			14,772	0.149%      \$4,783
Wallrich Construction	C	422,986			21,149	0.214%      \$6,848
Warehouse Terminal, Inc	C	68,734*			3,437	0.035%      \$1,120
Warrens Restaurant	C	222,984			11,149	0.113%      \$3,610
Westphal's Interiors, Inc	C	240,768			12,038	0.122%      \$3,898
White Consolidated Industries/Kevlvinator	L	938,769	938,769			9.499%      \$351,939
White Consolidated Industries/Kevlvinator	C	2,964,000			148,200	1.500%
Whitelaw Sausage	C	215,232			10,762	0.109%      \$3,484
William Schaus & Sons Roofing Company	C	184,615			9,231	0.093%      \$2,989
Wisconsin Fuel & Light Co	C	344,736			17,237	0.174%      \$5,581
Wisconsin Malting Corp	C	305,885			15,294	0.155%      \$4,952
Wisconsin Telephone Company	C	242,136			12,107	0.122%      \$3,920
<b>TOTALS</b>		<b>61,797,238 (1)</b>				<b>* 99.325%      \$3,176,951</b>

(1) NOTE: This total represents the volume that PRPs who have NOT yet settled with the United States sent to the Lemberger Sites. It does not include volumes attributable to the original members of the LSRG who signed the Consent Decree with the United States in 1992.

UNITED STATES' ALLOCATION OF RESPONSIBILITY  
FOR THE LEMBERGER SITES

NAME OF PARTY	ADJUSTED WEIGHT (LBS)				(date: 3/5/96)	
	NORMALIZED WEIGHT (LBS)	0 % DISC (Liquid)	48% DISC (Mixed)	95% DISC (Com/Muni/ Particle)	% OF ADJ. WEIGHT	AMOUNT DUE TO U.S.
=====	=====	=====	=====	=====	=====	=====

\* NOTE: The United States' Allocation of Responsibility does not equal 100%, because there were a few de minimis potentially responsible parties who had submitted timely allocation challenges, but whose challenges had been overlooked at the time the United States sent out the de minimis settlement demand letters on December 8, 1995. The successful challenges are reflected in this new allocation, and collectively account for the difference between the totals on the December 8, 1995 allocation, and this allocation.

\*\* NOTE: Ability to pay settlement based upon financial submission to United States Department of Justice.